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Legal Background

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Project Rulison Contract: AEC,
Austral Oil Company, and CER
Geonuclear Corporation,
February 1969

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PROJECT RULISON

CONTRACT NO.

AT-(26-1)-429

COPY

UNITED STATES OF AMERICA

REPRESENTED BY

THE ATOMIC ENERGY COMMISSION
and
THE DEPARTMENT OF THE INTERIOR

and

AUSTRAL OIL COMPANY INCORPORATED
and
CER GEONUCLEAR CORPORATION

Prepared by

OFFICE OF THE CHIEF COUNSEL
NEVADA OPERATIONS OFFICE
FEBRUARY 1969

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UNITED STATES
ATOMIC ENERGY COMMISSION
NEVADA OPERATIONS OFFICE

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CONTRACT NO. AT(26-1)-429

THIS CONTRACT, entered into this ____ day of _____, between the UNITED STATES OF AMERICA (hereinafter called the "Government"), acting jointly through the ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and the DEPARTMENT OF THE INTERIOR (hereinafter called the "Department"); and the AUSTRAL OIL COMPANY INCORPORATED, a Delaware corporation, with its principal place of business in Houston, Texas, the industrial sponsor (hereinafter called "Austral"), and the CER GEONUCLEAR CORPORATION, a Delaware Corporation, with its principal place of business in Las Vegas, Nevada as "Program Manager" (hereinafter called "CER" or "Program Manager")

WITNESSETH THAT:

WHEREAS, the Commission is engaged in a research and development program to investigate and demonstrate peaceful uses of nuclear explosives; and

WHEREAS, the Department and Austral have a continuing interest in increasing natural gas reserves and making possible the commercial feasibility of stimulating a natural gas reservoir using nuclear explosives so as to make possible the recovery of now essentially unrecoverable reserves; and

WHEREAS, CER has agreed to act as Program Manager for Austral in an experiment to demonstrate the commercial feasibility of stimulating a natural gas reservoir using a nuclear explosive; and

WHEREAS, on July 12, 1966, Austral and CER submitted a proposal to the Commission for a joint project for a gas stimulation experiment to be conducted in the Rulison Field of West Central Colorado; and

WHEREAS, Austral and CER have prepared and submitted to the Government a Project Definition Plan for Project Rulison; and

WHEREAS, the Government acting through the Commission and the Department desires to proceed with the nuclear stimulation experiment as presented in the Project Rulison Definition Plan, except as it is hereinafter modified by and pursuant to the terms of this contract; and

WHEREAS, the Commission is authorized to negotiate and enter into this contract under the provisions of the Atomic Energy Act of 1954, as amended, including Section 31 thereof, and Section 302(c)(15) of the Federal Property and Administrative Services Act of 1949, as amended, and the Department is authorized to enter into this contract pursuant to the Act of May 16, 1910 (P.L. 61-179, 36 Stat. 369), as amended, 30 U.S.C. Section 3 (1964 Edition) and the Department of the Interior and Related Agencies Appropriations Act for fiscal year 1969 (P.L. 90-425), and to negotiate this contract pursuant to Section 302 (c)(10) of the Federal Property and Administrative Services Act of 1949, as amended, 41 U.S.C. Section 252 (c)(10) (1964 Edition):

NOW THEREFORE, the Parties agree as follows:

ARTICLE I - DEFINITIONS

As used throughout this contract, the following terms shall have the meanings set forth below:

- A. The term "Austral" means the Austral Oil Company Incorporated.
- B. The term "CER" means the CER Geonuclear Corporation.
- C. The term "Commission" means the United States Atomic Energy Commission or any duly authorized representative thereof, including the Contracting Officer.
- D. The term "Contracting Officer" means the person executing this contract on behalf of the Commission, and includes his successors or any duly authorized representative of any such person.
- E. The term "Department" means the Department of the Interior or any duly authorized representative thereof.
- F. The term "Project Definition Plan" means that document of even date herewith entitled "Project Rulison Definition Plan".
- G. The term "Government" means the United States of America.
- H. The term "Government Agencies" means the Commission and the Department.
- I. The term "Parties" means Austral, CER, acting as Program Manager, and the Government, acting through the Commission and the Department.
- J. The term "Program Manager" means CER or any successor designated in accordance with this contract.
- K. The term "Project Area" means the controlled area surrounding the ground surface directly above the point of explosion of the nuclear explosive, plus such necessary additional areas as may be established pursuant to the provisions of this contract.

- L. The term "Project Rulison" means the experiment to demonstrate the commercial feasibility of stimulating a natural gas reservoir through the use of a nuclear explosive, as generally described in the Project Definition Plan, and as further described in this contract.
- M. The term "subcontract" means any contract which may be let or awarded by the Program Manager or by Austral for the performance of work or the supply of materials and/or services in connection with the performance of Project Rulison. The term "Subcontract" includes purchase orders.
- N. The term "inventions or discoveries in atomic energy" means inventions or discoveries useful in the production or utilization of special nuclear material or atomic energy.
- O. The term "inventions or discoveries in fields other than atomic energy" means inventions or discoveries useful for all purposes other than in the production or utilization of special nuclear material or atomic energy.
- P. The term "background invention or discovery" means any invention or discovery owned or controlled by Program Manager and/or Austral which is (1) actually reduced to practice before the effective date of this contract, or (2) actually reduced to practice during the period of this contract but not subject to the foreground rights provisions of paragraphs A. and B. of Article IX, and (a) is utilized or embodied in the design, in the work under, or in a technical report rendered under Project Rulison, or (b) is necessarily employed in the use of an invention or discovery made or conceived in the course of or under this contract.
- Q. The terms "made", "made or conceived", or "conceived or first actually reduced to practice" as used in Article IX "Invention Rights" are equivalent.

ARTICLE II - DESCRIPTION OF PROJECT RULISON

- A. The description of the work to be performed in connection with Project Rulison is contained in the Project Definition Plan. Appendix "A" hereto, entitled "Division of Responsibility" describes the responsibilities of the respective Parties for carrying out the work. Appendix "A" may be modified from time to time, in writing, without execution of an amendment to this contract, for the purpose of effecting any change in, or addition to, said Appendix "A" as may be agreed to by the Parties. The Project Definition Plan may be amended through mutual agreement of the Parties; provided, however, that no amendment thereof will be construed as a modification of Appendix "A" in the absence of a specific written agreement in accordance with the provisions of this Article.

- B. It is agreed that the Government may at its own risk and expense add on experiments which do not interfere with, and are not obstructive to, the conduct of Project Rulison.

ARTICLE III - COOPERATIVE NATURE OF PROJECT RULISON

- A. Project Rulison is a cooperative research effort between the Government and Austral to culminate in a joint evaluation of data produced from the experiment to assess the commercial feasibility of stimulating a natural gas reservoir using a nuclear explosive, the detonation of which is tentatively scheduled for the Spring of 1969. In general, and as more specifically described in Appendix "A", the Commission shall fund for and provide the nuclear explosive and associated detonation services and shall manage and control the nuclear public health and safety program. The Department shall as it determines necessary withdraw from further mineral entry certain public lands involved in Project Rulison, and provide technical and geologic data and information as may be developed by its operations. In general, and as more specifically described in Appendix "A", Austral on its own behalf and through the Program Manager, as provided hereinafter, shall pay for and provide: a grant of all rights owned and acquired by Austral from and under oil and gas leases in the Rulison unit and pursuant to the Rulison Unit Agreement dated May 1, 1967 and numbered 14-08-301 8884 as to the area described in paragraph A. of the Article entitled "Land Use"; all construction; drilling pre-shot, emplacement and post-shot wells; facilities; equipment; technical information and know-how. The Parties agree to prosecute the work diligently, with reasonable care and in a good workmanlike manner.
- B. Since the detonation of a nuclear explosive is involved in the execution of Project Rulison, the Commission must have and is hereby given the right to control all aspects of operations involving the nuclear explosive, including: preparations for, and handling, emplacement, and detonation of the nuclear explosive; disposition of radioactive substances; and public health and safety. The Parties agree that the Commission shall have exclusive control of the Project Area for a period specified by the Commission preceding, during and following the detonation, and that the officers, agents, employees, servants, contractors and subcontractors of the Parties shall not enter upon the Project Area during such period except with the permission of the Commission. During the time of detonation and immediately preceding and following detonation, this control shall extend to a Project Area which shall include the acreage described in the Article entitled "Land Use" and shall extend to any other properties of Austral in Garfield County, Colorado, as the Commission unilaterally determines is necessary or appropriate.

- C. All work which Austral has agreed to pay for and provide or cause to be provided through the Program Manager in implementation of Project Rulison which affects any aspects of operations subject to the sole control of the Commission pursuant to paragraph B. of this Article shall be performed in compliance with the directions of the Commission; provided, however, that if the Program Manager or Austral at any time determines that compliance with such directions causes significant unanticipated burdens or expenses, the Program Manager or Austral may notify the Contracting Officer to this effect, whereupon the Parties will negotiate in good faith to provide relief from such burdens or expenses.
- D. In addition to paying its costs hereunder, Austral also agrees to make a cash payment to the Commission in the amount of \$5,000 to defray a portion of the cost of services furnished and funded by the Commission in connection with Project Rulison, such sum to be paid by Austral upon execution of this contract.

ARTICLE IV - PROGRAM ADMINISTRATION; ACTIONS AFFECTING THE RULISON UNIT

- A. Both the Commission and the Department are signatories to the contract and it is understood that consultation will take place between these Government Agencies concerning actions under the contract. It is agreed that, for the purpose of administration of this contract, the Commission, through the Contracting Officer shall act as the representative of the Government in all dealings with the Program Manager and/or Austral, as appropriate under the provisions of this contract, except for such matters as may be delegated from time to time. It is further agreed that in all dealings between the Contracting Officer and CER as Program Manager, the Chief Executive Officer of CER shall act as the representative of CER and Austral, except for such matters as may be delegated from time to time. A copy of all such delegations shall be furnished to the Parties.
- B. Except for the provisions of Article III B., whereby the Commission is provided the right to control all aspects of operations involving the nuclear explosive, including: preparations for, and handling, emplacement, detonation, disposition of radioactive substances, and public health and safety, nothing in this contract shall relieve Austral from the obligations imposed upon it by the Unit Agreement for development of the Rulison Unit Area, or the leases committed thereto.

ARTICLE V - AUTHORITY AND RESPONSIBILITY OF AUSTRAL AND THE PROGRAM MANAGER

- A. CER's selection as Program Manager by Austral is approved by the Government Agencies; provided, however, that such approval by the Government Agencies and approval of a successor Program Manager, if any, by the Government Agencies shall not make the Government responsible for any act of, or failure to act by, the Program

ARTICLE V - AUTHORITY AND RESPONSIBILITY OF THE PROGRAM MANAGER (continued)

Manager, except as provided in the Article entitled "Indemnification", and shall not constitute the Program Manager the agent of the Government.

- B. Notwithstanding any other provision of this contract, Austral shall be responsible for paying for and providing or causing to be provided through the Program Manager all labor, materials, equipment, supplies, data and services of any nature whatsoever required by this contract to be funded for and provided by it or by the Program Manager. Whenever in this contract reference is made to the responsibility or obligation of the Program Manager (1) to perform work or service, or (2) to comply with rules, regulations or directives of the Government Agencies, such responsibility or obligation shall likewise be the direct responsibility and/or obligation of Austral; provided, however, that it is not the intention of the Government Agencies to proceed directly against Austral to enforce such responsibility or obligation unless the Program Manager has first defaulted in its duty to perform such responsibility or obligation.
- C. Program Manager shall provide to the Contracting Officer the names of all subcontractors which the Program Manager proposes to perform on-site work in the project for which the Government Agencies have provided criteria. If the Contracting Officer does not agree that any such subcontractor is qualified or competent to perform such work, the Program Manager and the Contracting Officer shall confer and agree upon the subcontractor to perform such work. Responsibility for the performance of work by such subcontractors shall remain with the Program Manager.
- D. The Contracting Officer may direct the Program Manager to use Government Agencies' contractors, associated Agencies, and other organizations, with such Government-furnished equipment, supplies and materials as are necessary and proper, to perform work necessary to satisfy criteria, forecasts and requirements provided by the Government Agencies, which work the Program Manager is otherwise required by this contract to provide. Additionally, the Program Manager may request, and the Contracting Officer at his option may permit, the Program Manager to use such contractors, associated Agencies, and other organizations, with such Government-furnished equipment, supplies and materials as are necessary and proper, to perform work which the Program Manager is required by this contract to provide. To the extent the Government Agencies provide technical criteria, forecasts and requirements which require technical direction by a Government Agency of a Government Agency's contractor, associated Agency, or the Program Manager's subcontractor, the Program Manager

ARTICLE V - AUTHORITY AND RESPONSIBILITY OF THE PROGRAM MANAGER (continued)

is relieved of all responsibility for performance of the technically directed activity, except as the Program Manager's actions may have impaired such performance. Austral shall pay the Government Agencies at the option of the Government Agencies, in accordance with their established pricing policies and/or any applicable contracts or Inter-Agency Agreements, as the case may be, for work so performed and for Government supplies and materials so furnished. The cost of any services so performed and supplies and materials so furnished shall be identified and consolidated by the Contracting Officer and billed monthly to Austral with a duplicate invoice to the Program Manager.

- E. It is understood that Austral may elect to let certain subcontracts for performance of Project Rulison work. In such event the Parties agree that Austral shall have the same obligations under this contract as to such subcontracted work as the Program Manager has, and in such case the Contracting Officer shall deal directly with the designated representative of Austral. Any management contract between Austral and the Program Manager shall not be deemed to be a subcontract hereunder.
- F. Should Austral remove CER, or any successor Program Manager, Austral shall either designate a successor Program Manager, subject to approval of the Government Agencies, or perform as Program Manager itself. Any Program Manager will remain responsible under the terms of this contract for all work performed by it while Program Manager and will remain responsible until a successor Program Manager is appointed or until Austral takes over performance of the work itself as Program Manager, and in any event will be entitled to the rights and will remain responsible as respects continuing rights and obligations under the Articles entitled "Government-Furnished Equipment", "Indemnification", "Invention Rights", "Technical Data", and "Security".

ARTICLE VI - LAND USE

- A. Austral hereby grants to the Government for the conduct of Project Rulison the sole use of all its operating rights, derived through oil and gas leases, easements, conveyances, contracts or any other source whatsoever, in and to all rights and interest from the surface of the earth to a depth of 500 feet below the base of the Mesaverde formation as to Lot 11, being the NE quarter of SW quarter of Section 25, T-7-S, R-95-W, located in Garfield County, Colorado. Austral further agrees that for the purposes of Project Rulison the Government has unlimited rights of access to such area over any and all

ARTICLE VI - LAND USE (continued)

- property of Austral. Austral also agrees to permit the Government to use its existing wells, well structures, equipment and fittings, pipelines and personalty located in the aforesaid described area without payment of any kind. It is understood however, that Austral's grant of use herein pertains only to such rights as Austral may possess and Austral's grant of use rights is expressly without warranty or representation of any kind. Such rights as the Government acquires under the foregoing shall remain in the Government until such time as the Government advises Austral, in writing, that it no longer desires such rights or such rights are otherwise terminated as provided in the Article entitled "Completion or Termination" whereupon all such rights shall cease and expire.
- B. Prior to the detonation Austral shall obtain and grant or cause to be granted to the Commission such rights as to assure that the Commission shall have the exclusive control of the surface and underground rights to the area described in paragraph A. of this Article for such period of time as the Commission in its sole discretion requires for security and public health and safety reasons and until the Commission advises Austral, and the grantor, if appropriate, in writing, that it no longer requires such right or rights. Additionally, Austral agrees to cooperate with the Government Agencies and will use its best efforts to obtain such consents of third parties as the Commission deems necessary under the circumstances, if such consents can be obtained on terms and conditions deemed by Austral to be reasonable.
- C. The Department shall be responsible for the withdrawal of any public lands, or interests therein, which it determines are necessary and appropriate for the conduct of Project Rulison.

ARTICLE VII - GOVERNMENT-FURNISHED EQUIPMENT

- A. Upon request by the Program Manager, the Government Agencies shall make available to the Program Manager, or to Government Agencies' contractors, associated Agencies, or other organizations, as applicable, for a total consideration of \$20,000 payable by Austral to the Commission upon execution of this contract, the equipment specified in Appendix "A" to be provided by the Government Agencies. The Government shall use its best efforts to deliver such equipment when required by the Program Manager and the Government agrees to provide such equipment in good condition, suitable for the purposes for which it is intended.

ARTICLE VII - GOVERNMENT-FURNISHED EQUIPMENT (continued)

- B. Upon request by the Program Manager, the Government Agencies may at their option, make available to the Program Manager, or to Government Agencies' contractors, associated Agencies, or other organizations, as applicable, at an agreed-upon price, special purpose equipment, which the Program Manager is otherwise required by this contract to provide and pay for. The Government agrees to use its best efforts to deliver such equipment as required by the Program Manager, and to provide such equipment in good condition and suitable for the purposes for which it is intended, but the Government makes no warranty with respect to such matters.
- C. Title to all Government-owned equipment made available pursuant to the provisions of this Article shall remain in the Government and shall not be affected by the incorporation in or attachment to any equipment not Government-owned, nor shall it become a fixture or lose its identity as personalty by reason of affixation to any realty.
- D. As to Government-furnished equipment in the possession and control of the Program Manager, the Program Manager shall maintain adequate control records of such Government-owned equipment consistent with good business practices and as acceptable to the Contracting Officer; all such equipment shall be clearly marked to show that it is owned by the Government.
- E. The Program Manager shall maintain, repair, protect and preserve Government-owned equipment during the time it is in the possession and control of the Program Manager. Notwithstanding the foregoing, the Program Manager shall in any event install, maintain and repair the communications equipment.
- F. Should replacement of any Government-owned equipment furnished pursuant to paragraph B. of this Article become necessary the same may be made by the Government at its option. The Program Manager assumes the risk of, and shall be responsible for, any loss of, or damage to Government-owned equipment in the control and possession of the Program Manager except for reasonable wear and tear and except to the extent that such equipment is consumed by use through no fault or negligence of Program Manager in the performance of this contract.
- G. At such time as Government-owned equipment in the possession and control of the Program Manager is to be returned to the Government Agencies, the Program Manager shall prepare and deliver inventory schedules of such equipment to the Contracting Officer and shall

ARTICLE VII - GOVERNMENT-FURNISHED EQUIPMENT (continued)

hold such equipment at no charge to the Government Agencies for a period of sixty days thereafter, unless this period of time is extended by mutual agreement. The Program Manager shall return said equipment as directed by the Contracting Officer.

- H. The agreed-upon charges for Government-furnished equipment provided pursuant to paragraph B. of this Article shall be prorated on a monthly basis, where appropriate and shall be billed to Austral with a duplicate invoice to the Program Manager and will be paid by Austral on a monthly basis.

ARTICLE VIII - INDEMNIFICATION

- A. This Article is incorporated into this contract pursuant to the authority contained in Section 170 d. of the Atomic Energy Act of 1954, as amended (hereinafter called the Act).

1. The definitions set out in the Act shall apply to this Article. In addition, the term "Section 167 claims" means claims for money damages against the United States which the Commission is authorized to settle under Section 167 of the Act.
2. The term "Contract Location" means any Commission facility, installation, or site at which contractual activity under this contract is being carried on, and any facility, installation or site owned or controlled by Austral or Program Manager at which Austral or Program Manager is engaged in the performance of contractual activity under this contract.

- B. The Commission will indemnify Austral, Program Manager and other persons indemnified against (1) claims for public liability as described in paragraph D. of this Article and (2) the reasonable costs of investigating and settling claims, and defending suits for damage for such public liability, provided (a) that the Commission's liability, including such reasonable costs, under all indemnity agreements entered into by the Commission under Section 170 of the Act, including this contract, shall not exceed \$500,000,000 in the aggregate for each nuclear incident occurring within the United States or \$100,000,000 in the aggregate for each nuclear incident occurring outside the United States irrespective of the number of persons indemnified in connection with this contract; (b) that such indemnification shall extend only as to those amounts in excess of (i) the amount of financial protection and reimbursement furnished by Austral in accordance with paragraph C. of this Article, and (ii) amounts covered by insurance procured by persons other than Austral to the extent such insurance applies to such public liability

ARTICLE VIII - INDEMNIFICATION (continued)

claims covered hereunder; (c) that such indemnification shall not apply to any liability for damages to or loss of property or injury or death of persons which arises out of or results from any mineral substance removed by, on behalf of, or with the permission of, Austral or Program Manager from the Project Area except if the activity for which the mineral substance is removed is within the scope of this contract; (d) that such indemnification shall not apply to damage to or loss of property on the Project Area belonging to Austral or Program Manager or other persons indemnified and which is used in connection with Project Rulison; (e) that such indemnification shall not apply to cover any liability for damage to or loss of property or injury or death of persons resulting from exposure to byproduct radiation on the Project Area or emanating from substances removed from or otherwise leaving the Project Area after the termination or completion of Project Rulison; and (f) that such indemnification shall not apply to public liability arising out of or in connection with any activity that is performed at a licensed facility and that is covered by a Commission indemnity agreement authorized by Section 170 of the Act.

- C. 1. Austral shall, subject to the provisions of this paragraph C., and subject to an overall limitation of \$10,000, (a) furnish financial protection in the form of its own resources for public liability claims arising out of or in connection with Project Rulison, and (b) reimburse the Government for settlements made by or on behalf of the Government for (i) payments made in satisfaction of such public liability claims and (ii) Section 167 claims arising out of or in connection with Project Rulison, it being understood that Austral shall pay the claimant in case of claims made against Austral, and Austral shall reimburse the Commission in case of claims made against any other person indemnified or the Government.
2. The aggregate amount of \$10,000 set forth in subparagraph C. 1. hereof shall include the cost of investigation, and settlement of such claims as are set forth therein.
3. If, up to thirty (30) days before the scheduled date for the nuclear detonation, insurance becomes available to cover public liability and reimbursement of the Government by Austral pursuant to subparagraph C. 1., then Austral and the Government will use their best efforts to reach mutual agreement, without the need for additional consideration, on amendment of subparagraphs C. 1. and 2. to reflect the furnishing of financial protection in the form of insurance, and the amount thereof, and the amount of reimbursement for Section 167 claims subject to policy coverage.
4. The obligations of Austral under this paragraph C. shall in no event exceed in the aggregate reimbursement of Section 167 claims and indemnity payments under subparagraph C. 1., and any

ARTICLE VIII - INDEMNIFICATION (continued)

deductibles or premiums or other costs of insurance paid by or on behalf of Austral should such insurance be obtained in accordance with subparagraph C. 3., or any combination of the foregoing.

5. Austral shall use its best efforts to assure that the insurance procured pursuant to subparagraph C. 3. will contain provisions which are consistent with and in implementation of this Article.

D. The public liability referred to in paragraph B. of this Article is public liability which (1) arises out of or in connection with the contractual activity and (2) arises out of or results from: (a) a nuclear incident which takes place at a contract location or; (b) a nuclear incident which takes place at any other location and arises out of or in the course of the performance of contractual activity under this contract by Austral's or Program Manager's employees, consultants, borrowed personnel or other persons for the consequences of whose acts or omissions Austral or Program Manager are jointly or severally liable or; (c) A nuclear incident which arises out of or in the course of transportation of source, special nuclear, or byproduct materials to or from a contract location or; (d) A nuclear incident which involves items (such as equipment, material, facilities, or design or other data) produced or delivered under this contract.

- E. 1. The Commission shall have the right to handle the investigation and settlement of all Section 167 or other claims arising out of or resulting from any nuclear incident associated with Project Rulison and Austral, Program Manager or any other person indemnified shall promptly report any such claims asserted against it to the Commission by giving written notice thereof and by furnishing copies of any and all pertinent papers received by it or them in connection with such claims. Austral and Program Manager each agree to cooperate fully with the Commission and its representatives in the investigation, settlement, and defense of any such claims. The Commission shall afford Austral and Program Manager the opportunity to be currently informed concerning the investigation and settlement of Section 167 claims.
2. The Commission shall have the right to appear through the United States Attorney General on behalf of Austral and Program Manager in any action brought upon a claim arising out of or resulting from any nuclear incident associated with Project Rulison, and to take charge of and settle or defend any such action.
3. Should the Commission undertake the settlement or defense of any action arising out of or resulting from any nuclear incident

ARTICLE VIII - INDEMNIFICATION (continued)

associated with Project Rulison, Austral and Program Manager shall furnish all reasonable assistance in effecting a settlement or asserting a defense.

- F. No other Commission indemnity agreement authorized by Section 170 d. of the Act shall apply to public liability incurred by Austral or the Program Manager arising out of or in connection with Project Rulison.
- G. The obligations of the Commission under this Article shall not be affected by any failure on the part of Austral and/or Program Manager to fulfill its obligations under this contract, and shall be unaffected by disability or termination of existence of either or both of them or by the completion, termination or expiration of this contract except as may be specifically otherwise provided in this Article.
- H. The Parties to this contract enter into this Article upon the condition that this Article may be amended at any time by the mutual written agreement of the Commission and Austral and Program Manager and that such amendment may, by its express terms, provide that it will apply to any nuclear incidents which occur thereafter.
- I. The provisions of this Article shall not be limited in any way by, and shall be interpreted without reference to, any other Article of this contract, including the Article entitled "Disputes"; provided, however, that the following provisions of this contract: the Article entitled "Covenant Against Contingent Fees", the Article entitled "Officials Not to Benefit", the Article entitled "Assignment", the sections defining "Austral", "Program Manager", "Project Area", and "Project Rulison" in the Article entitled "Definitions", and any provisions later added to this contract which, under applicable federal law, including statutes, executive orders and regulations, are required to be included in agreements of the type contained in this Article, shall apply to this Article.

ARTICLE IX - INVENTION RIGHTS

A. Inventions or Discoveries in Atomic Energy:

Whenever any invention or discovery in atomic energy is made or conceived by Program Manager and/or Austral or their personnel in the course of or under Project Rulison, complete information thereon shall be promptly furnished or caused to be furnished by Program Manager or Austral to the Contracting Officer, and the Commission shall, subject to paragraph D. of this Article, have sole power (1) to determine whether or not and where a patent application thereon shall be filed and to file such application, and (2) to determine the disposition of the title to and the rights in and to such invention or discovery and any patent application or patent that may result; provided, however, that Program Manager and Austral, in any event, shall receive at least a non-exclusive, irrevocable, royalty-free license under said invention, discovery, patent application or patent.

B. Inventions or Discoveries in Fields other than Atomic Energy:

Whenever any invention or discovery in a field other than atomic energy is made or conceived by Program Manager and/or Austral, or their personnel while engaged in activities pertaining to Project Rulison, complete information thereon shall be promptly furnished or caused to be furnished by Program Manager or Austral to the Contracting Officer, in duplicate, with advice as to whether Program Manager or Austral, as the case may be, will file at its own expense, subject to Security Requirements and Regulations, a U. S. Patent Application within six (6) months of reporting, and Program Manager or Austral, as the case may be, shall retain the title and rights in and to any such invention and patent application filed thereon; provided, however, that:

1. The Government in any event shall receive at least a non-exclusive, irrevocable, royalty-free license under said invention, discovery, patent application, or patent for governmental purposes.
2. Provided further, that as to any invention or discovery, patent application or patent, title to which is retained by Program Manager and/or Austral, Program Manager and/or Austral, as the case may be, agrees to grant licenses to responsible third parties at reasonable royalties. If the reasonable royalties cannot be agreed upon, the royalties may be fixed pursuant to the provisions of sub-paragraph 2. of paragraph G. of this Article.

ARTICLE IX - INVENTION RIGHTS (continued)

- B. 3. If Program Manager and/or Austral, as the case may be, fails to file a U. S. Patent Application on any invention or discovery subject to this paragraph B. within six (6) months of reporting to the Contracting Officer, the Government may file and acquire the title and rights as set forth in paragraph A. of this Article, unless the Government, on showing of good cause, extends the time for filing.

C. Employment Agreement and Data Recipient Agreement Coverage:

Except as otherwise authorized in writing by the Contracting Officer, Program Manager and Austral will obtain Patent Agreements to effectuate the purposes of paragraphs A. and B. of this Article from each of their respective employees who performs any part of the work under this contract, except clerical and manual labor personnel as will not have access to technical data, and from each other person who is provided with technical data or information prior to its being made publicly available.

D. Filing of Foreign Patent Applications:

If Program Manager and/or Austral when furnishing the complete information as to any invention or discovery advises the Contracting Officer that Program Manager and/or Austral, as the case may be, in addition to filing a U. S. Patent Application within six (6) months, desires to file designated foreign patent applications on such invention or discovery, subject to Security Requirements and Regulations, Program Manager and/or Austral, as the case may be, shall retain with respect to any foreign patent applications filed under this paragraph D., based on the U. S. Patent Application filed by Program Manager and/or Austral:

1. The title and rights in any such foreign patent applications or foreign patents secured by Program Manager and/or Austral, as the case may be, subject to:
 - a. a non-exclusive, irrevocable, royalty-free license to the Government for governmental purposes, with the right to grant licenses to foreign governments for purposes of governmental use by such foreign governments, pursuant to a treaty or agreement with the Government or any agency thereof; and,
 - b. an obligation to grant, upon request, non-exclusive royalty-free licenses to U. S. citizens and to U. S.

ARTICLE IX - INVENTION RIGHTS (continued)

corporations, when 75 percent or more of the voting interest is owned by U. S. citizens for use in the production or utilization of special nuclear material or atomic energy, and a further obligation to grant a license thereunder to foreign purchasers of such licensees' business or plant, at reasonable nondiscriminatory royalties ordinarily to be no greater than Program Manager and/or Austral, as the case may be, has charged its other foreign licensees.

2. If Program Manager and/or Austral, as the case may be, does not desire to prosecute the U. S. Patent Application or any foreign patent application or to maintain any foreign patent application or patent filed under this paragraph D., Program Manager and/or Austral, as the case may be, shall, prior to abandonment, afford the Government an opportunity to take over prosecution of any such patent application or maintain any such patent.

E. Determinations:

Subject to the patent rights retained by Program Manager and/or Austral as provided for in the foregoing paragraphs, the judgment of the Contracting Officer on any matters arising under paragraphs A. and B. of this Article shall be accepted as final, and Program Manager and Austral on their own behalf and on behalf of their personnel agree to use their best efforts to insure that the inventor or inventors will execute all documents and do all things necessary or proper to carry out the judgment of the Contracting Officer.

F. Background Patents:

1. Program Manager and/or Austral, as the case may be, agree to grant and do hereby grant to the Government an irrevocable, non-exclusive, paid-up license to practice or have practiced any background invention or discovery (1) in Project Rulison, and (2) in experimental projects, pilot and demonstration plants when necessary for use of inventions made, or when employed in the technology developed, in Project Rulison. Program Manager and/or Austral agree to grant to the Government licenses under any background invention or discovery for any Governmental purpose at reasonable royalties.
2. Program Manager and/or Austral agree to grant, subject to the provisions of paragraph G. of this Article, a non-exclusive license to any responsible Applicant in and to any background invention or discovery on reasonable terms and conditions for purposes of use (1) in the practice of technology employed in Project Rulison, or (2) where necessary for the practice of any invention or discovery made under Project Rulison.

ARTICLE IX - INVENTION RIGHTS (continued)

G. Application for License:

1. When an Applicant applies for a license from Program Manager and/or Austral under the provisions of sub-paragraph 2. of paragraph B. or paragraph F. of this Article, and Applicant has the right to license an invention or discovery, or patent which has been or is necessary to employ (1) in Project Rulison or (2) in the practice of the technology developed thereunder or (3) in the practice of any invention or discovery made under Project Rulison, Applicant shall agree as a condition for any such license from Program Manager and/or Austral to grant them and any responsible third party, licenses at reasonable terms to practice the said invention or patent.
2. If Program Manager and/or Austral, as the case may be, and the prospective licensee cannot agree upon a reasonable royalty, Program Manager and/or Austral agree not to seek any injunction but to seek reasonable royalties either (1) in an infringement suit, (2) by determination by an arbitrator selected by the involved parties, or (3) by a determination pursuant to the procedure set forth in Section 157-c. of the Atomic Energy Act of 1954, as amended. Any dispute as to the responsibility of an Applicant shall be determined solely by an appropriate representative of the Government.

H. General Provisions:

1. Program Manager and/or Austral, as the case may be, shall promptly notify the Contracting Officer of the filing of any applications on inventions or discoveries made in the course of or under this contract and shall identify the country or countries in which such filing occurs and the date and serial number of such application(s) and, on request, shall furnish a copy of such application(s) to the Contracting Officer and a copy of any action on such patent application by any patent office and the responses thereto. Any applications, actions, or responses furnished shall be kept confidential until publicly available or a patent issues.
2. The grant of a license under any patent pursuant to any of the provisions of this Article shall not prevent the licensee from contesting the validity of or the enforceability, scope or title to such licensed patent.
3. Any action required by or on behalf of the Government under this Article shall be undertaken by the Contracting Officer.
4. Subject to the provisions of Article X, entitled "Technical Data" and the Project Rulison Technical and Safety Reporting

ARTICLE IX - INVENTION RIGHTS (continued)

- H. 4. Plan , the Parties, or their personnel, may from time to time desire to publish, within the limits of Security Requirements and Regulations, information regarding scientific or technical developments made or conceived in the course of or under this contract. In order that public disclosure of such information will not adversely affect the patent interests of the Parties, approval for release and publication shall be secured in accordance with that reporting plan.
5. With respect to any U. S. Patent Application filed by Program Manager and/or Austral, as the case may be, on any invention or discovery made or conceived in the course of this contract, Program Manager or Austral, as the case may be, will incorporate in the first paragraph of the United States Patent Application the following statement:
- "The invention described herein was made in the course of, or under, an agreement with the U. S. Atomic Energy Commission and the U. S. Department of the Interior."
6. No claim for pecuniary award or compensation under the provisions of the Atomic Energy Act of 1954, as amended, shall be asserted by Program Manager and/or Austral or their personnel, as the case may be, with respect to any invention or discovery made or conceived in the course of or under this contract, or resulting from classified information furnished in the course of Project Rulison.
7. If the contract work involves the payment of any patent royalties or other consideration by Program Manager and/or Austral, Program Manager and/or Austral shall report in writing to the Contracting Officer during the performance of this contract and prior to its completion, the amount of any such royalties or other consideration paid to others in connection with the performance of this contract, together with the names and addresses of the licensor to whom such payments were made, and either the patent numbers involved or such other information as will permit identification of the patents or other basis on which the royalties or other considerations are paid. Notification to the Government of any individual payments or royalties shall not estop the Government at any time from contesting the enforceability, validity, or scope of or title to any patent under which a royalty or other consideration is paid.

ARTICLE IX - INVENTION RIGHTS (continued)

- H. 8. Program Manager and/or Austral agree to indemnify the Government and its officers, agents, servants, and employees against liability, including costs, and expenses, for use of any invention or discovery or infringement of any Letters Patent of the United States resulting from:
- (1) Program Manager and/or Austral furnishing or supplying standard parts or components other than as directed by the Government; or (2) utilization of its or their normal practices or methods in the performance of Project Rulison; or (3) utilization in Project Rulison of any parts, components, practices, or methods for which Program Manager or Austral have secured indemnification from liability; and (4) activities of Program Manager and/or Austral that are the responsibility of Program Manager and/or Austral and not directed by the Government.
9. As to any liability for use of any invention or discovery or infringement of any Letters Patent of the United States resulting from any activity under this contract which is the result of joint determinations, the same shall be jointly borne by the Parties. Each Party who receives notice of any claim of liability for use of any invention or discovery, or infringement of a patent shall promptly notify the other Parties in writing of any such claims.
10. The Government agrees to grant to Program Manager and/or Austral, upon request, a non-exclusive paid-up license to practice any invention or discovery made or conceived by Government Agency employees or by Government Contractor employees in the course of or under Project Rulison, except clerical and manual labor personnel as do not have access to technical data.
11. Except as otherwise authorized in writing by the Contracting Officer, Program Manager and/or Austral will insert in all subcontracts under this contract provisions making this Patent Article applicable to any subcontractor and its employees; provided, however, that where such subcontract or purchase order is for standard commercial parts or components or for the performance of normal practices and methods of the Subcontractor or Vendor, there shall be incorporated in lieu of the foregoing Patent Article an indemnity in favor of the Government similar to that set forth in paragraph 8. above.

ARTICLE IX - INVENTION RIGHTS (continued)

- H. 12. Program Manager and/or Austral agree to furnish to the Government, on request, information to enable the Government to determine whether or not an invention or discovery was made in the course of Project Rulison.
13. Program Manager and/or Austral, as the case may be, shall, upon request of the Contracting Officer, obtain the execution of, and deliver to the Contracting Officer, any document relating to any invention or discovery made in the course of or under this contract by Program Manager and/or Austral or their personnel as the Contracting Officer may require to enable the Government to file and prosecute patent applications thereon and to evidence and preserve its rights; provided, however, nothing herein shall obligate Program Manager or Austral to undertake any additional research work. As to any particular invention hereunder, each Party hereto agrees to execute and deliver to the other Party, on its request, suitable documents and to furnish other appropriate materials to evidence and preserve rights and title arising under this Article.

ARTICLE X - TECHNICAL DATA

- A. The original technical and scientific data and technical and scientific memoranda of every description including, but not limited to, drawings (including construction and engineering drawings), sketches, designs, specifications, surveys, charts, maps, photographs, negatives, tapes, recordings, reports, notebooks, and other pertinent technical information, hereinafter referred to as "originals", made, prepared, developed, or originating in the course of or under this contract by Program Manager or Austral shall be stored at the cost of and maintained by Program Manager and/or Austral and shall be available to the Government at all reasonable times and may be used by the Government for any purpose whatsoever without any claim for compensation by Program Manager, Austral, or either of their sub-contractors and vendors subject to the patent provisions of this contract. The Program Manager and/or Austral shall furnish copies of any such originals to the Contracting Officer identifying the location of the original, to the extent that such copies are required in this or other articles of this contract, or to the extent that such copies are requested by the Contracting Officer. The foregoing, notwithstanding, however, Program Manager and Austral shall have the right to make and to retain copies of such originals for their own use, which shall be subject to the security and patent provisions of this contract. Other than for modifications made in the ordinary course of work hereunder, neither Program Manager nor Austral shall

ARTICLE X - TECHNICAL DATA (continued)

destroy or alter such originals except as the Contracting Officer may from time-to-time authorize during the progress of the work or upon completion or termination of this contract, and in any event, if Program Manager or Austral retains the originals, the originals shall not be destroyed without Government approval or without giving the Government the opportunity to take over retention of such originals. If the Government takes over the retention of any such originals, the cost thereof shall be borne by the Government.

B. In addition to the rights in foreground technical data set forth in paragraph A. of this Article:

1. Program Manager and Austral each agrees to grant and does hereby grant to the Government subject to the patent provisions of this contract the right to the free use of any process, technical information or know-how of Program Manager or Austral prepared, developed or acquired prior to or on the effective date of completion or termination of this contract which shall be or is utilized, tested or embodied in the work under this contract or which shall be or is incorporated in any technical data made, prepared, developed or furnished under this contract; provided, however, that to the extent that any such background process, technical information or know-how when furnished or delivered is specifically identified in writing as "proprietary" by Program Manager or Austral at the time of delivery, and provided further that such identified material and information is not generally available to the public or has not been or is not made available to the Government from other sources or previously by Program Manager or Austral without limitation as to use;
 - (a) such identified material and information shall not be used by the Government except in Project Rulison and for the benefit of the Government in projects of scope similar to that of Project Rulison, and
 - (b) the Government Agencies will use their best efforts to prevent public disclosure or dissemination of such material and information but shall not be liable for an inadvertent disclosure thereof.
2. The Government Agencies grant to Program Manager and Austral the right to use, subject to the patent provisions of this contract, any unclassified process, technical information or know-how of the Government Agencies prepared, developed or

ARTICLE X - TECHNICAL DATA (continued)

- B. 2. acquired prior to or on the effective date of expiration or completion of this contract, to the extent authorized by law, which shall be or is utilized, tested or embodied in the work under this contract, or which shall be or is incorporated in any technical data made, prepared, developed or furnished under this contract.
- C. The Project Rulison Technical and Safety Reporting Plan shall govern the preparation, dissemination, distribution and publication of technical and other data and reports developed, originated, or prepared in the course of, or arising from, the conduct of the project.
- D. Each Party shall use its best efforts to keep the other Parties fully and currently informed through the Program Manager and the Contracting Officer, respectively, with regard to technical data and scientific analyses and the interpretation thereof which it generates in the performance of Project Rulison.

ARTICLE XI - COPYRIGHT

- A. Program Manager and Austral each grants to the Government, and to its officers, agents, servants and employees acting within the scope of their official duties (1) a royalty-free, non-exclusive and irrevocable license to reproduce, translate, publish, use and to authorize others so to do all copyrighted or copyrightable material first produced or composed under this contract by it or its respective personnel, or any individual or concern specifically employed or assigned to originate and prepare such material; and (2) a license as aforesaid under any and all copyrighted work not first produced or composed by it in the performance of this contract, but which is incorporated in the material furnished under this contract, provided that such license shall be only to the extent that it has, or prior to the completion or termination of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.
- B. Neither Program Manager nor Austral will knowingly include any copyrighted material in any written or copyrighted material furnished or delivered under this contract without a license as provided in paragraph A. of this Article, or without the consent of the copyright owner, unless the specific written approval of the Contracting Officer, or his duly authorized representative, to the inclusion of such copyrighted material is secured.

ARTICLE XI - COPYRIGHT (continued)

- C. Program Manager shall report to the Contracting Officer, promptly and in reasonable written detail, any notice of claim of copyright infringement received by Program Manager or Austral with respect to any material delivered under this contract.

ARTICLE XII - ON-SITE OBSERVER PROGRAM

Subject to considerations of national interest and the mutual interests of the Parties, it is the intent to provide opportunities for third parties to visit the Project Area to observe the conduct of the work. Accordingly, the Parties will establish arrangements which provide for mutual agreement on approval of visits by third parties.

ARTICLE XIII - AUTHORIZATION AND CONSENT

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in and covered by a United States Patent in the performance of research, experimental, or development work or work performed at the specific direction of the Contracting Officer under this contract or any part hereof or any amendment hereto or any subcontract hereunder (including any lower-tier subcontract).

ARTICLE XIV - CLASSIFIED MATERIAL IN DEBRIS AND SAFETY CONSIDERATIONS

- A. The Commission shall determine in advance of the detonation whether Restricted Data and/or classified matter may be present in the debris following detonation. Upon an affirmative determination the Program Manager and Austral each agree that it, under such circumstances and/or in the event that special safety considerations exist after detonation of the nuclear explosive, shall follow all regulations, rules and directives of the Commission in regard thereto. This obligation on the part of Austral as limited by paragraph B. of this Article shall survive completion or termination of this contract and shall cease only upon written notice by the Commission. Austral agrees that the Commission may exercise such control over the debris to effectuate such security and safety regulations, rules and directives of the Commission as the Commission, in its sole discretion, deems appropriate. Nothing contained in this Article shall be taken as a waiver of any of the Program Manager's or Austral's rights under the provisions of the Article entitled "Indemnification".

ARTICLE XIV - CLASSIFIED MATERIAL IN DEBRIS AND SAFETY CONSIDERATIONS (cont.)

- B. Upon completion or termination of this contract, Austral shall fence and protect the Project Area (or such portion thereof as directed by the Contracting Officer) and shall for a period of twelve (12) months following such completion or termination, or such lesser or additional time as Austral and the Government Agencies may mutually agree upon, remain responsible and liable for paying for and providing health, safety and security at the Project Area.

ARTICLE XV - SECURITY

- A. If the Contracting Officer notifies the Program Manager that the Program Manager's activities in Project Rulison may involve Restricted Data or other classified information or material, the Program Manager shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding Restricted Data and other classified matter and protecting against sabotage, espionage, loss and theft, the classified documents, materials, equipment, processes, etc., as may be in the Program Manager's possession in connection with performance of work under this contract. The Program Manager shall not permit any individual to have access to Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements. The Program Manager shall, upon completion or termination of this contract, transmit to the Commission any classified matter in its possession or in the possession of any person under its control in connection with the performance of this contract.
- B. The term "Restricted Data" as used in this Article, means all data concerning (1) design, manufacture or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954.
- C. Should it become necessary for individuals employed by Austral, the Program Manager, or Program Manager's subcontractors to have access to Restricted Data or other classified information, the Commission will arrange for the necessary security clearances and the Program Manager or Austral as applicable will pay the Commission its established charges therefore.

ARTICLE XV - SECURITY

- D. When directed in writing by the Contracting Officer, the Program Manager shall insert provisions requiring compliance with all security regulations and requirements of the Commission in all subcontracts under this contract.

ARTICLE XVI - CLASSIFICATION

- A. When directed in writing by the Contracting Officer, the Program Manager shall assign classifications to all documents, material and equipment originated or generated by it in accordance with classification guidance furnished to it by the Commission. Following written direction by the Contracting Officer, every subcontract issued hereunder involving the origination or generation of classified documents, material or equipment, shall include a provision to the effect that in the performance of such subcontract the subcontractor shall assign classifications to all such documents, material and equipment in accordance with classification guidance furnished to such subcontractor by the Program Manager.
- B. The Commission will issue a "Classification Guide" applicable to all documents, material and equipment originated or generated by the Program Manager not later than thirty (30) days following the date of execution of this contract. The "Classification Guide" will be periodically reviewed by the Commission and, if appropriate, revised as additional classification guidance becomes available.

ARTICLE XVII - INSURANCE

- A. The Program Manager agrees to provide and maintain in full force and effect at all times during the term of this contract minimum insurance coverage as follows:
1. Workmen's Compensation and Employers' Liability Insurance to comply with applicable Workmen's Compensation and Occupational Disease Acts covering all employees of the Program Manager performing work under this contract.
 2. Comprehensive General Liability Insurance with Bodily Injury limits of a minimum of \$500,000 per person and a minimum of \$1,000,000 per occurrence and a Property Damage limit of a minimum of \$500,000 per occurrence.

ARTICLE XVII - INSURANCE (continued)

- A. 3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired vehicles with Bodily Injury limits of a minimum of \$100,000 per person and a minimum of \$500,000 per occurrence and Property Damage limits of a minimum of \$100,000 per occurrence.
- B. Waiver of Subrogation against the Government and any of its participating contractors and subcontractors who perform work under this contract shall be included in all such policies of insurance.
- C. Any and all subcontractors of the Program Manager who perform work under this contract shall be required to carry such insurance and bonds as Program Manager may require; provided, however, that copies of all such insurance and bonds shall be furnished to the Contracting Officer.

ARTICLE XVIII - SAFETY, HEALTH AND FIRE PROTECTION

The Program Manager shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of employees and of members of the public and to minimize danger from all hazards to life and property, and shall comply with all applicable health, safety and fire protection regulations and requirements (including reporting requirements) of the Government Agencies, copies of which are to be provided the Program Manager by the Contracting Officer. In the event that the Program Manager fails to comply with said regulations or requirements of the Government Agencies, the Contracting Officer may, without prejudice to any other legal or contractual rights of the Government, issue a written order stopping all or any part of the work; thereafter a start order for resumption of work may be issued at the discretion of the Contracting Officer. Neither Austral nor the Program Manager shall make any claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

ARTICLE XIX - ASSIGNMENT

Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Program Manager or by Austral except as expressly authorized in writing by the Contracting Officer.

ARTICLE XX - NOTICE OF LABOR DISPUTES

Whenever an actual or potential labor dispute is delaying or threatens to delay the performance of the work under this contract, the Program Manager shall immediately notify the Contracting Officer in writing. Such notice shall include all relevant information concerning the dispute and its background.

ARTICLE XXI - EQUAL OPPORTUNITY

During the performance of this contract, the Program Manager and Austral each agree as follows:

- A. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. It agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity Article.
- B. It will, in all solicitations or advertisements for employees placed by or on behalf of it, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Program Manager's commitments under this Equal Opportunity Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. It will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

ARTICLE XXI - EQUAL OPPORTUNITY

- E. It will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Government Agencies and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of its noncompliance with the Equal Opportunity Article of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended, in whole or in part, and it may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. It will include the provisions of paragraphs A. through F. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. It will take such action with respect to any subcontract or purchase order as the Government Agencies may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event it becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Government Agencies, it may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE XXII - CONVICT LABOR

In connection with the performance of work under this contract, the Program Manager agrees not to employ any person undergoing sentence of imprisonment at hard labor.

ARTICLE XXIII - OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE XXIV - COVENANT AGAINST CONTINGENT FEES

A. Warranty - Termination or Deduction for Breach

Program Manager and Austral warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Program Manager and/or Austral for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

B. Subcontracts

Unless otherwise authorized by the Contracting Officer in writing, the Program Manager shall cause provisions similar to the foregoing to be inserted in all subcontracts entered into under this contract.

ARTICLE XXV - CONTINGENCY ON APPROPRIATIONS

Austral and Program Manager recognize that, under applicable federal law, all obligations of the Government requiring the expenditure of funds are contingent upon appropriations, generally annually, for such purpose. Accordingly, all obligations on the part of the Government hereunder requiring expenditures of funds are expressly conditioned and contingent upon the availability of appropriated funds adequate for such expenditures. If at any time, funds in amounts adequate to cover such obligations are not available, the Program Manager, Austral, and the Government shall, subject to the provisions of paragraph C. of the Article entitled "Completion or Termination" mutually release each other for failure to further perform obligations hereunder requiring expenditure of funds and this contract shall terminate, unless an agreement to the contrary is concluded.

ARTICLE XXVI - PERMITS

Except as otherwise directed by the Contracting Officer, the Program Manager or Austral, as applicable, shall procure all necessary permits or licenses including permits and approvals required by the Department under its lease or the Rulison Unit Agreement, and abide by all applicable laws, regulations and ordinances of the United States and of the State, territory, and political subdivision in which the work under this contract is performed.

ARTICLE XXVII - COMPLETION OR TERMINATION.

A. This contract shall be subject to termination in accordance with the following conditions:

1. The Government may at any time during the existence of this contract terminate it upon a determination that such action is required in the national interest of the United States. In such case all rights afforded to the Government under the Article entitled "Land Use" shall expire on an as is, where is, basis, without warranty, and the Government shall be under no liability to Austral in respect to damage to the property covered by such rights or in any other manner whatsoever, except as provided under the Article entitled "Indemnification". In the event of such termination all obligations of Austral and the Program Manager to pay or to perform as specified herein, except obligations under contracts for labor, materials, equipment, supplies, services and data furnished or contracted to be furnished to, the date of such termination, shall cease.
2. Austral upon written notice to the Contracting Officer may terminate this contract in the event either Government Agency is in default because of a material breach of its obligations under this contract and fails to cure such default within sixty (60) days after receipt of said written notice of default or such longer period as may be agreed to be reasonable under the circumstances.
3. The Contracting Officer, upon written notice to Austral and the Program Manager, may terminate this contract in the event either Austral or the Program Manager, as applicable, is in default because of a material breach by either such defaulting party which is not cured within sixty (60) days after receipt of said written notice of default or such longer period as may be agreed to be reasonable under the circumstances. If the Government terminates this contract for default for reasons other than a cause which is both beyond the control of Austral and the Program Manager, as applicable, and without fault or negligence on the part of such defaulting party, then the Government may, at its option and in lieu of any other remedy that may be available to it on account of such default, require Austral to reimburse the Government for the Government's expenditures adjusted by the Government Agencies for the value to the Government of work performed by Austral and the Program Manager and other benefits received by the Government under this contract.

ARTICLE XXVII - COMPLETION OR TERMINATION (continued)

- A. 4. On or about April 15, 1969, the Contracting Officer shall deliver to the Program Manager changes to the safety program of the Project Definition Plan as then necessitated by the incorporation of all changes required as a result of the completion of the preliminary field investigations. Austral may terminate this contract within ten (10) days from receipt of such changes to the safety program by serving written notice upon the Contracting Officer that such changes have imposed or will impose additional unacceptable expense which Austral is not willing to fund.
5. Notwithstanding any other provision contained herein the Parties shall either terminate this contract or adjust the project by modification of this contract if the Parties agree at any time that completion of Project Rulison as described in the Project Definition Plan is unfeasible because of gross technical difficulties.
- B. Neither the Government, nor Austral, nor the Program Manager shall be considered in default of this contract nor to have abandoned Project Rulison because of delay in performance for reasons beyond its reasonable control including, but not restricted to acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
- C. Except as provided in paragraph A.3. of this Article, upon termination of this contract, any obligation of the Government, Austral, or the Program Manager hereunder, other than for the payment of labor, materials, equipment, supplies, data and services furnished to the date of termination shall cease except as respects continuing obligations under the Articles entitled "Government-Furnished Equipment", "Indemnification", "Invention Rights", "Technical Data", "Classified Material in Debris and Safety Considerations", and "Security".
- D. This contract shall be deemed complete at such time as the Government and Austral agree that the objectives of Project Rulison have been met whereupon the contract shall be closed out, subject to all of the terms and conditions contained herein, unless the Government and Austral agree to extend the scope of the research program beyond that described in the Project Definition Plan and this contract, in which event the contract will be appropriately modified and where required the consent of Program Manager to performance of such increased scope will be obtained.

ARTICLE XXVIII - DISPUTES

- A. Except as otherwise provided in this contract, and except to the extent that any dispute between Austral and the Program Manager concerning rights and obligations as between them might be involved, any dispute concerning a question of fact arising out of the performance of work under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Program Manager or to Austral, as applicable. The decision of the Contracting Officer shall be final and conclusive unless within 30 days from the date of receipt of such copy, the Program Manager or Austral, as applicable, mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Commission. The decision of the Commission or its duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Program Manager or Austral, as applicable, shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Program Manager or Austral, as applicable, shall proceed diligently with the performance of the contract in accordance with the Contracting Officer's decision.
- B. This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for herein; provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

IN WITNESS WHEREOF, the Government, Austral and CER have executed this contract, intending to be legally bound thereby.

THE UNITED STATES OF AMERICA

By: UNITED STATES ATOMIC ENERGY COMMISSION

By _____
Glenn T. Seaborg

Title Chairman

By: DEPARTMENT OF THE INTERIOR

By _____
Walter J. Hickel

Title Secretary of the Interior

By: AUSTRAL OIL COMPANY INCORPORATED

By _____
C. W. Liesk

Title _____
Chairman

CER GEONUCLEAR CORPORATION

By _____
Herbert E. Grier

Title _____
President

I, _____, certify that I am _____
of the corporation named as Austral herein; that _____
who signed this contract on behalf of Austral was then _____
_____ of said corporation, that said contract was duly signed
for and in behalf of said corporation, by authority of its governing
body, and is within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal
of said corporation this _____ day of _____, _____.

I, _____, certify that I am _____
of the corporation named as CER herein; that _____
who signed this contract on behalf of CER was then _____
_____ of said corporation, that said contract was duly signed
for and in behalf of said corporation, by authority of its governing
body, and is within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal
of said corporation this _____ day of _____, _____.

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APPENDIX A

DIVISION OF RESPONSIBILITY

Project Rulison shall be conducted as generally described in the Project Rulison Definition Plan.

The following division of effort between the Government Agencies, Austral and the Program Manager shall apply:

A. General Conditions

1. Employment of Non-Government Contractors to Satisfy Government Criteria

Contractors employed by the Program Manager shall satisfy criteria provided by Government Agencies, which criteria may include a requirement for technical direction by Government Agencies over certain activities associated with safety and the nuclear explosive system or its support.

2. Criteria, Forecasts, and Requirements Channels

Government Agencies shall provide all Government Agencies' engineering, logistic, security and safety criteria, forecasts, and requirements to a single interface organization designated by the Contracting Officer for transmission to the Program Manager. All communications from the Program Manager to Government Agencies concerning criteria, forecasts, requirements and design drawings, as well as substitution, rejection, acceptance and/or modification thereof shall be through this interface organization. This does not prohibit informal communication directly between technical personnel of Government Agencies or their contractors and the Program Manager.

3. Engineering and Services

Austral and the Program Manager, as applicable, shall fund for and provide in accordance with Government Agencies' criteria and requirements the following:

a. Engineering:

Engineering for surface and underground facilities and services.

b. Preliminary Services:

- (1) Topographical and other field surveys, including preparation of maps and drawings.

- (2) Preliminary studies and preliminary sketches, layout plans, outline specifications and reports showing features and characteristics of the design proposed to meet Government Agencies' criteria.

c. Design Services:

- (1) Design of construction projects, after approval by Contracting Officer of critical preliminary plans, drawings and specifications.
- (2) Prepare, revise and furnish for the approval of Government Agencies construction drawings and specifications in such form, and including such provisions as may be required by the Contracting Officer.

d. Supervision and Inspection:

- (1) Inspect construction to assure adherence to approved drawings and specifications.
- (2) Inspect construction workmanship and materials, and equipment, including such field or laboratory tests of these items as may be required and report to the Contracting Officer as to their conformity or nonconformity to the approved drawings and specifications.
- (3) Keep the Contracting Officer apprised on status of deliveries of materials and equipment that may affect program implementation or project schedules.

4. Inspection of Facilities and Logistical Services

Program Manager and/or Austral shall notify the Contracting Officer as to when any inspection of the critical services or facilities provided will be accomplished. Government Agencies shall arrange, and provide at their own expense, to participate in such inspection, if required.

5. Acceptance of Facilities, Logistic Support and Data

Contracting Officer shall determine and notify the Program Manager, as appropriate, with respect to the acceptability and adequacy of the following, for which acceptability and adequacy shall be determined solely by the Contracting Officer:

- a. Plans, procedures and practices related to industrial, fire, medical, and personnel safety involving Government employees, Government contractors' employees, or Government equipment or data. The industrial safety standards and practices established by the Commission and the Department shall be utilized as criteria.

- b. Plans, procedures, and practices of implementing organizations in connection with nuclear safety.
- c. Plans, procedures, and practices of implementing organizations related to the nuclear explosive and its associated systems, including emplacement, stemming, mechanical and electrical systems, support, power generation, cabling, surface structures, access roadways, security and recording diagnostic systems and their support.
- d. Drilling of pre- and post-detonation hole(s), including their construction, stemming, re-entry closure, and protection.
- e. Operational capability of communication systems relating to the transmission of operational reports.
- f. Reliability of data provided for the use of Government Agencies in their evaluation regarding safety, nuclear detonation, effects of nuclear detonation and the safety actions required pre- and post-nuclear detonation.

6. Distribution of Documents

Wherever the Program Manager is obligated to provide plans, maps, drawings, specifications, reports, etc., Program Manager shall provide seven (7) copies, one of which is a reproducible copy, thereof, to the Contracting Officer.

B. Phase I - Site Confirmation and Experimental Plan Development

- 1. The Government Agencies shall fund for and provide in accordance with the Project Definition Plan, the following:
 - a. Technical participation in the formulation of criteria, modifications thereto, and evaluation of data sufficient for the Government Agencies to determine the acceptability of the proposed Project Area for the Project Rulison.
 - b. Preparation of plans, forecasts, requirements and/or criteria for nuclear safety, nuclear detonation and effects evaluation for all Phases; such technical direction for Phase I work as may be required to insure conformity to established criteria and acceptability.
 - c. Geologic, hydrologic, core-analyses, rock properties, fluid analyses, weather, and any other project-related data that may be suitable or applicable as available from the Government Agencies.
 - d. Technical participation by the Government in the development of the experimental plans for all Phases other than that provided for in subparagraph b. above.
 - e. Information in possession of Government Agencies with respect to ownership of land and rights that may be affected by the

experiment site, topographic, and other maps in possession of the Government Agencies to the extent not privileged.

- f. Preliminary review of weather data and containment analyses.
2. Austral and the Program Manager, as applicable, shall fund for and provide, in accordance with the Project Definition Plan, the following:
- a. Drill and complete necessary exploratory well in accordance with the specifications.
 - b. Geologic and hydrologic studies, core-analyses, rock properties, and fluid analyses, geophysical logs, and hydrologic tests, except such data, logs, tests, and analytical results as may be provided by Government Agencies at Government Agencies' expense.
 - c. Fluid production and test equipment, including packers, flow meters, recorders, bottom hole instruments.
 - d. Meteorological data and preliminary fallout predictions and analyses.
 - e. Preliminary predictions of structural response and ground motion.
 - f. Logistic support, communications, road construction, road maintenance, and general Project Site maintenance and operation.
 - g. (1) Information reflecting surface and subsurface ownership and use status and other pertinent data with respect to non-federal lands which might be affected by the experiment.
(2) Securing of such agreements, consents, or waivers which the Parties may agree are necessary, and available on reasonable terms, with respect to private rights in all lands, including mineral rights, which may be affected by the experiment.
(3) Securing rights which are available on reasonable terms and conditions for the Parties to enter upon and use federal and non-federal land as required for the conduct of the experiment.
 - h. Data required by Government Agencies, pertaining to archeological, environmental, technical, safety and cultural conditions, adequate to identify and evaluate the on- and off-site safety conditions, and to accept, reject, or accept with qualification, the Project Area. (Such data which are in the possession of the Government and reasonably available for dissemination will be provided by the Government Agencies.)

- i. Site, topographic, and other maps required for project planning to the extent not provided by Government Agencies.
- j. Analyses of cores cut in pre-shot wells and analyses of fluids therefrom as desired by Program Manager.

C. Phase II - Nuclear Operations

1. Government Agencies shall fund for and provide, in accordance with the Project Definition Plan, the following:
 - a. Technical participation in the development of criteria for and evaluation of drill holes, including sampling and logging activities therein.
 - b. Criteria and requirements for facility engineering and construction, security facilities, communications and logistic support relating to safety and the nuclear explosive system, cable and associated hardware.
 - c. Criteria and requirements for industrial and nuclear on- and off-site safety, and nuclear operational and security programs, including instrumentation, personnel and logistic support.
 - d. The nuclear explosive system, including the explosive, diagnostic cable, and associated hardware, diagnostic system, delivery, custody, and assembly of the explosive system and components, arming and detonation, technical direction and technical services associated with emplacement, arming and detonation.
 - e. Direction and control of the on- and off-site safety and security programs.
 - f. Participation in the Public Information Office and Public Visitor Programs.
2. Upon request, the Government Agencies, will make available to the Program Manager, Government Contractors, and Associated Agencies, the following equipment for project use under the terms specified in this contract:
 - a. Communications equipment for low-band VHF radio net, including base stations, mobile stations, transmitter and repeaters, and closed circuit television.
 - b. Seismometers and long-term recorders.
 - c. RAMS and air samples plus their readout equipment.
 - d. Security van and other security-related necessities.
 - e. Radiological measurements trailer and associated equipment.

- f. Access Control Trailer and associated equipment.
 - g. Ground Meteorological Device trailer and associated equipment and the balloon inflation van, the necessary pibal units, and powered wind sensors with associated power supplies and read-out equipment.
3. Austral and the Program Manager, as applicable, shall fund for and provide, in accordance with the Project Definition Plan, the following:
- a. Drilling, loading, stemming, grouting and logging of pre-shot wells, including the emplacement hole.
 - b. Construction of access roads, cleared and graded areas, the observer area, trailer pads, control point, cable ways, electrical power supply and distribution system, fencing and guardhouses, and other required on- and off-site project facilities.
 - c. Procurement, installation, and maintenance of the communication system, which will utilize some Government furnished equipment.
 - d. Maintenance of Project facilities, including Government equipment in the possession and control of the Program Manager.
 - e. Procurement of cable, cable handling equipment and associated hardware, except that diagnostic cable and associated hardware to be provided by the Government.
 - f. Laying of all cable and trailer hook-up.
 - g. Emplacement support for the nuclear explosive, associated instrumentation and stemming in the emplacement hole.
 - h. Operational and logistic services in support of Government Agencies' operational systems relating to control of the Project Area prior to, during, and subsequent to detonation, including aircraft, roadblock controls, evacuation and Project Area control.
 - i. Support of the Public Information Office and Public Visitor Programs to include participation, local transportation and services as may be required.
 - j. Safety programs necessary to:
 - (1) Meet the requirements established by the Government to assure that satisfactory safety and environmental protection measures have been taken prior to detonation. Such safety program includes meteorological, radiological, hydrological, seismic instrumentation and predictions, structural response program, mine and well surveys,

aircraft sampling capability and such additional geologic studies as may be necessary.

- (2) Complete the post-shot surveys of wells, mines and structures and the Public Health sampling program.
- k. Local transportation for necessary project-related personnel between living quarters and Project Area.
- l. Transportation, installation and support of Government-furnished trailers.
- m. Industrial safety.
- n. Services of "Q" cleared guards.
- o. Roll-up activities necessary to put the Project Area on a stand-by status until post-shot drilling commences.
4. At the request of the Program Manager, the Commission shall provide (FOB Nevada Test Site) at Austral's expense the stemming material as specified in the Project Definition Plan.

D. Phase III - Post-Shot Investigations

1. Government Agencies shall fund for and provide, in accordance with the Project Definition Plan, the following:
 - a. Control for safety-related purposes of the post-shot re-entry drilling program.
 - b. Laboratory analyses to the extent such may be performed for the purpose of verifying explosive performance.
 - c. Criteria and requirements for industrial and nuclear on- and off-site safety and nuclear operation and security programs, with respect to personnel, instrumentation, logistic support and post-shot data.
 - d. Requirements for on-line monitoring, and fluid samples and analyses, as needed for safety-related purposes.
 - e. Technical participation in the evaluation of drill holes and review of technical programs, including fracture studies and radioactivity, jointly with the Program Manager.
 - f. Technical participation in the development of criteria for, and evaluation of nuclear effects in coordination with the Program Manager.
 - g. Participation in evaluation and preparation of reports.

(h) A survey meter with recorder and air sampler will be made available under the terms specified in this contract.

1. Equipment as follows, to the extent such equipment is available from Government resources: (It shall be the obligation of Austral to reimburse the Government for the cost of packing and transporting such equipment from wherever it is located to the Project Area.)

- (1) On-line monitoring equipment.
- (2) Radiological safety equipment and trailers.
- (3) Recirculation unit, if required.

2. Austral and the Program Manager, as applicable, shall fund for and provide, in accordance with the Project Definition Plan, the following:

- a. On-line monitoring, fluid sampling and analyses. All data obtained to be made available to assist in the formulation of regulatory standards and criteria.
- b. Equipment as follows, to the extent such equipment cannot be made available from Government resources:
 - (1) On-line monitoring equipment.
 - (2) Radiological safety equipment and trailers.
 - (3) Recirculation unit, if required.
- c. Drilling, coring when practicable and desirable; logging as necessary; photograph and/or television scanning, impression packer or packer-spinner survey when practicable; completion and testing of any post-shot well and investigation of the related effects of the nuclear detonation. Post-shot testing of other wells in the Rulison area as may be desired.
- d. Local transportation for necessary project-related personnel between living quarters and Project Area.
- e. Installation and support of Government-furnished trailers.
- f. Roll-up Government-furnished diagnostic cable.
- g. Fence the SGZ area.
- h. Necessary security and safety programs associated with the post-shot technical programs, including the long range radiation sampling program.

- i. Nuclear stimulated model of the reservoir.
 - j. Economic evaluation.
 - k. Retention and disposal of radioactive fluids and solids in accordance with this contract and Government regulations, and requirements in effect at that time.
 - l. Roll-up and preparation for return of Project Area to owners.
 - m. Final report.
3. Government Agencies, at their own expense, may take samples of gas and other fluids for their own purposes.
- E. Notwithstanding any other provisions in this Appendix A or elsewhere in this contract, neither Austral nor the Program Manager shall be financially responsible, except as provided in the Article entitled "Indemnification," for the performance of work in mitigation of damages outside the area described in Article VI determined to be necessary as a result of seismic damage, radiation exposure of persons or contamination of property occasioned by a nuclear incident excepting, however, property of Austral or the Program Manager.

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Carline
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FM JOHN S KELLY USAEC WASH DC

TO RUWTHWA/ROBERT MILLER LAS VEGAS NEV

RUWTHRA/MORRIS BRADBURY LASL LOS ALAMOS NMEX

INFO RUWTHWA/R THALGOTT USAEC LAS VEGAS NEV

RUWTHWL/GLENN WERTH LRL LIVERMORE CALIF

R HRA/R CAMPBELL LASL LOS ALAMOS NMEX

RUWTHRA/L HAWKINS LASL LOS ALAMOS NMEX

RUWTHWA/E WHITE LAW BERKELEY CALIF

RUWTHRA/L CONNELLY USAEC ALBU ALBUQ NMEX

RUWTHRA/R BLACKWELL LAADLOS ALAMOS NMEX

AEC

BT

UNCLAS THE PROJECT RULISON CONTRACT BETWEEN THE AEC, THE DEPARTMENT OF THE
INTERIOR AND THE AUSTRAL OIL CO., INC. WAS EXECUTED ON MARCH 26, 1969.
PARA ACCORDINGLY, YOU ARE AUTHORIZED TO PROCEED WITH THE THE AGREED
UPON AEC EFFORT TO ATTAIN THE CAPABILITY TO EXECUTE THE PROJECT AT THE
EARLIEST POSSIBLE TIME, CURRENTLY ESTIMATED TO BE MAY 22, 1969. THIS
MESSAGE DOES NOT, REPEAT DOES NOT CONSTITUTE AUTHORITY TO EXECUTE
PROJECT RULISON. AUTHORITY TO EXECUTE RULISON WILL BE PROVIDED LATER

MRA Rulison

BY SEPARATE MESSAGE. PARA ALL PROJECT EFFORT SHOULD BE IN ACCORDANCE
THIS MESSAGE AND ALSO BE CONSISTENT WITH THE FOLLOWING DOCUMENTS:
REFERENCES AND BACKGROUND:

(1) GUIDELINES FOR THE MANAGEMENT AND ADMINISTRATION OF THE PLOWSHARE
PROGRAM, ISSUED BY PNE, MAY 1968

(2) PROJECT RULISON TOTAL PROJECT PLAN --

A) MEMORANDUM, MANAGER, NV00 TO DIRECTOR PNE, DATED JANUARY 3,
1969, TRANSMITTING RULISON PROJECT DEFINITION PLAN.

B) PROJECT RULISON DEFINITION PLAN, JANUARY 2, 1969, (AS AMENDED)

C) PROJECT RULISON CONTRACT NO. AT-(26-1)-429, DATED MARCH 26, 1968

D) LETTER, JOHN DOUGHERTY, LASL, TO RICHARD HAMBURGER, PNE, DATED
AUGUST 16, 1968, RELATING TO DEVICE TO BE FURNISHED BY THE LASL
FOR THE RULISON TEST.

E) LETTER, ROBERT H CAMPBELL, LAYX, TO W R COOPER, NV00, DATED
JANUARY 31, 1969, RELATING TO FISSION PRODUCT ACTIVITY EXPECTED
FROM THE RULISON EVENT.

(3) MEMORANDUM, GENERAL MANAGER AEC TO MANAGER NV00 DATED JUNE 20, 1968
PLANNING DIRECTIVE FOR OPERATION BOWLINE.

(4) PROJECT RULISON CLASSIFICATION GUIDE (TO BE ISSUED).

(5) PROJECT RULISON PLANNING DIRECTIVE (TO BE ISSUED).

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(6) RULISON COMMUNITY AFFAIRS, PUBLIC INFORMATION AND OBSERVER PLAN,
DATED JANUARY 27, 1969, AS REVISED.

(7) PROJECT RULISON TECHNICAL AND SAFETY REPORTING PLAN, DATED JANUARY
2, 1969, AS REVISED.

(8) AUTHORIZATION MEMORANDUM, GENERAL MANAGER AEC TO MANAGER NV00,
DATED APRIL 1, 1969 ASSIGNMENT OF PROJECT RULISON CONTRACT
NO AT-(26-1)-429 TO MANAGER NV00 FOR ADMINISTRATION AND PROVIDING
AEC COST INFORMATION. PARA THE PRECEDING MESSAGES PROVIDED GUIDANCE
AND APPROVALS ON VARIOUS PREPARATIONS FOR PROJECT RULISON. THIS OPER-
ATIONAL DIRECTIVE SUMMARIZES PREVIOUS GUIDANCE AND PROVIDES APPROVAL
OF THE TOTAL PROJECT PLAN FOR PROJECT RULISON (REFERENCE 2) WITHIN THE
LIMITATIONS AND CONSTRAINTS SET FORTH EARLIER. ALL NECESSARY PREPARATIONS
FOR PROJECT EXECUTION READINESS SHOULD BE COMPLETED. PLEASE ADVISE THE
DIRECTOR PNE OF ANY SIGNIFICANT CHANGES PROPOSED TO THE TOTAL PROJECT
PLAN. PARA A SIGNIFICANT CHANGE IS INTENDED TO INCLUDE BUT NOT NECES-
SARILY BE LIMITED TO THOSE ADDITIONS, DELETIONS OR OTHER MODIFICATIONS
WHICH IN THE JUDGMENT OF THE MANAGER NV00 WOULD RESULT IN A 10 PERCENT
CHANGE IN THE TOTAL ESTIMATED COST OF THE WORK OR ANY OF THE MAJOR

WORK AREAS SUCH AS SAFETY OR WHICH WOULD MATERIALLY AFFECT THE OBJECTIVES OF THE PROJECT. PARA THE TOTAL AEC PARTICIPATION IS EXPECTED TO BE ACCOMPLISHED WITHIN A TOTAL COST ESTIMATE OF \$725,000. THE CURRENT PARTICIPANT AND FISCAL YEAR DISTRIBUTION IS:

| | FY 1969 | FY 1970 | TOTAL |
|-------|-----------|-----------|-----------|
| LASL | \$515,000 | 0 | \$515,000 |
| NVCO | 95,000 | 120,000 | 215,000 |
| TOTAL | \$610,000 | \$120,000 | \$725,000 |

PARA IT IS UNDERSTOOD THAT LASL AND NVCO HAVE AGREED TO THE ADEQUACY OF THESE ESTIMATES. AS THESE COST LEVELS REPRESENT A STRINGENT FUNDING SITUATION, I WOULD LIKE TO RECEIVE A SPECIAL, MONTHLY CONSOLIDATED COST REPORT FROM NVCO AND LASL WHICH WILL INDICATE, IN DETAIL, THE COST INCURRED AND THE ESTIMATES FOR COMPLETION OF THE VARIOUS TASKS FOR ALL WORK UNDERTAKEN WITH AEC RULISON FUNDS. THIS IS A VARIATION OF OUR

CURRENT PROCEDURES: CONSEQUENTLY, PNE WILL SHORTLY WORK OUT WITH THE FIELD AND ISSUE A DETAILED PLAN FOR SUCH A REPORTING SYSTEM. ALL AEC RULISON COSTS SHOULD BE COLLECTED AND REPORTED IN BUDGET AND REPORTING CLASSIFICATION NUMBER 09-04-02 (09:PLOWSHARE04:UNDERGROUND ENGINEERING 02:RULISON) WHICH IS HEREBY ESTABLISHED.

ADDITIONAL GUIDELINES ARE PROVIDED BELOW:

A. PROJECT RULISON WILL BE CONDUCTED WHEN AUTHORIZED, WITHIN THE

BOWLINE SERIES, AND UNDER THE AUTHORITY DELEGATED TO THE PROJECT MANAGER IN REFERENCE 1. IT IS NOTED THAT FOR PURPOSES OF THIS PROJECT THE PROJECT MANAGER'S ROLE IS PERFORMED BY THE DIRECTOR OF NUCLEAR OPERATIONS (AS IDENTIFIED IN REFERENCE 2B) TO THE EXTENT APPROPRIATE FOR THIS CONTRACT.

B. THE PROJECT WILL BE CONDUCTED IN ACCORDANCE WITH THE TOTAL PROJECT PLAN.

C. THE DIRECTOR OF NUCLEAR OPERATIONS SHALL DESIGNATE THE EFFECTIVE DATES OF THE OPERATIONAL PERIOD AND INCLUDE THE DIRECTOR, PNE AS AN ACTION ADDRESSEE FOR OPERATIONAL REPORTS PER NTSO-SOP, CHAPTER 8356-02.

D. THE DIRECTOR OF NUCLEAR OPERATIONS IS RESPONSIBLE FOR OPERATIONAL SAFETY AT ALL TIMES. THE OFF SITE RADIOLOGICAL SAFETY PLANS FOR PROJECT RULISON WILL BE BASED ON THE ASSUMPTION THAT THERE WILL BE NO SIGNIFICANT UNCONTROLLED RELEASE OF RADIOACTIVITY OFF OF THE THE CONTROLLED AREA. THE CONTROLLED AREA WILL BE SUCH A SIZE AND SHAPE THAT, IN THE HIGHLY UNLIKELY EVENT THERE IS SIGNIFICANT UNCONTROLLED RADIOACTIVE RELEASE, AN INDIVIDUAL LOCATED AT ANY POINT BEYOND THE BOUNDARY FOR TWO HOURS IMMEDIATELY FOLLOWING THE ONSET OF THIS POSTULATED RELEASE WOULD NOT RECEIVE A TOTAL RADIATION DOSE TO THE WHOLE BODY IN EXCESS OF 15 REM OR A TOTAL RADIATION DOSE IN EXCESS OF 75 REM TO THE THYROID FROM IODINE EXPOSURE. THESE CRITERIA ARE PROVIDED SOLELY FOR THE PURPOSE OF PLANNING FOR

OFF SITE RADIOLOGIC SAFETY. THEIR USE IN THIS RESPECT IS NOT INTENDED TO IMPLY THAT THESE NUMBERS CONSTITUTE ACCEPTABLE LIMITS FOR EMERGENCY DOSES TO THE PUBLIC UNDER ACCIDENT CONDITIONS. IN THE UNLIKELY EVENT THAT THERE IS A SIGNIFICANT UNCONTROLLED RADIOACTIVE RELEASE EVERY REASONABLE EFFORT WILL BE MADE TO REDUCE THE EXPOSURES. POST EVENT ACTIVITIES FOR PROJECT RULISON WILL BE CONDUCTED UNDER AEC MC 0524, APPENDIX 0524, SECTION I A, INDIVIDUALS IN CONTROLLED AREAS, AND SECTION II A, INDIVIDUALS AND POPULATION GROUPS IN UNCONTROLLED AREAS.

E. THE DIRECTOR OF NUCLEAR OPERATIONS WILL TAKE EVERY PRECAUTION NECESSARY, INCLUDING THE POSTPONEMENT OF THE DETONATION, TO REDUCE HAZARDS TO A MINIMUM, BOTH TO THE PUBLIC AND TO ON-SITE PERSONNEL, FROM THE NUCLEAR DETONATION. PROVISIONS WILL BE MADE FOR ADEQUATE OFF-SITE MONITORING.

F. INFORMATION REGARDING RULISON WILL BE CLASSIFIED ACCORDING TO THE PROJECT RULISON CLASSIFICATION GUIDE, REFERENCE 4.

G. RULISON COMMUNITY AFFAIRS, PUBLIC INFORMATION AND OBSERVER PLAN, REFERENCE 6, PROVIDES GUIDELINES AND PROCEDURES FOR HANDLING INFORMATION ACTIVITIES.

H. ALL MANUSCRIPTS AND REPORTS AND TECHNICAL INFORMATION ON THE PROJECT WILL BE HANDLED IN ACCORDANCE WITH THE PROJECT RULISON TECHNICAL AND SAFETY REPORTING PLAN, REFERENCE 7.

PARA ALL OTHER MATTERS NOT SPECIFICALLY DEFINED HEREIN ARE TO BE

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CONDUCTED IN ACCORDANCE WITH THE BOWLINE PLANNING DIRECTIVE, REFERENCE NO. 3, AND OTHER APPROPRIATE DIRECTIVES INCLUDING AEC MANUAL CHAPTER 5560 AND RELATED INSTRUCTIONS. YOU SHOULD NOTIFY PNE OF SATISFACTORY COMPLETION OF THE 5560 REVIEW. ANY CIRCUMSTANCES NOT COVERED BY THIS DIRECTIVE OR CONFLICTS BETWEEN THIS DIRECTIVE AND OTHER GUIDANCE SHALL BE BROUGHT TO THE ATTENTION OF DIRECTOR, PNE, FOR RESOLUTION. PARA I HAVE DESIGNATED RAY RICHARDSON TO BE THE PRIMARY PNE MEMBER RESPONSIBLE FOR PROJECT RULISON. PLEASE KEEP HIM CURRENTLY AND FULLY INFORMED ON RULISON MATTERS. PARA THE DIVISIONS OF MILITARY APPLICATIONS, OPERATIONAL SAFETY AND PUBLIC INFORMATION AND OFFICE OF THE CONTROLLER CONCUR IN THIS MESSAGE.

BT

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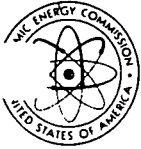
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AND FOR YOUR GUIDANCE IN PREPARING THE OPERATIONAL SAFETY PLAN
PROJECT RULISON, WE WILL INCLUDE IN THE OPERATIONAL
PLAN THE FOLLOWING CRITERIA: "THE OFF SITE RADIOLOGIC
PLAN FOR PROJECT RULISON WILL BE BASED ON THE
ASSUMPTION THAT THERE WILL BE NO SIGNIFICANT UNCONTROLLED RELEASE
OF RADIOACTIVITY OFF OF THE CONTROLLED AREA. THE CONTROLLED AREA
WILL BE OF SUCH A SIZE AND SHAPE THAT, IN THE HIGHLY UNLIKELY EVENT
OF A SIGNIFICANT UNCONTROLLED RADIOACTIVE RELEASE, AN
INDIVIDUAL LOCATED AT ANY POINT BEYOND THE BOUNDARY FOR TWO HOURS
FOLLOWING THE ONSET OF THIS POSTULATED RELEASE WOULD
RECEIVE A TOTAL RADIATION DOSE TO THE WHOLE BODY IN EXCESS
OF 5 REM OR A TOTAL RADIATION DOSE IN EXCESS OF 75 REM TO
THE THYROID FROM IODINE EXPOSURE. THESE CRITERIA ARE PROVIDED
FOR THE PURPOSE OF PLANNING THE OFF SITE RADIOLOGIC
PLAN. THEIR USE IN THIS RESPECT IS NOT INTENDED TO IMPLY

MUPRA



UNITED STATES
ATOMIC ENERGY COMMISSION
NEVADA OPERATIONS OFFICE
P. O. BOX 14100
LAS VEGAS, NEVADA 89114

June 30, 1969

Mr. Sam W. West
Research Hydrologist
U. S. Geological Survey
Federal Center
Denver, Colorado 80225

USGS PARTICIPATION - PROJECT RULISON

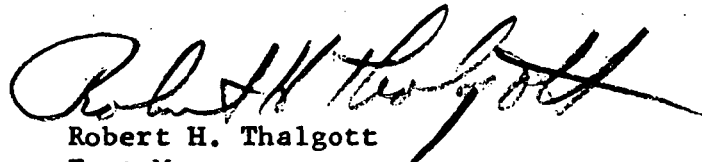
Dear Mr. West:

In response to your request of June 11, 1969, you are hereby granted approval to man the water level recording station located at the Lemon residence on Holmes Mesa during Project Rulison zero time. It is assumed that you will make appropriate arrangements with the head of the household to assure your presence on the property, in their absence, is acceptable. You are further instructed to comply with the safety precaution of being out of and away from structures to a distance of at least two building heights during zero time and to avoid precarious positions.

Your stated requirement of activating the water level measuring instrumentation at the Battlement Creek water well located approximately two miles from surface ground zero is also approved. It is understood that this will not be a manned station at zero time but that USGS personnel will start recording equipment at this location in ample time to clear the area no later than H-30 minutes. If extended delays occur in the scheduled execution time, you will be given explicit authority to reenter the area to reactivate the recording system.

As soon as the OCC is reactivated at the Rulison Control Point, project participants will be requested to resubmit event cards updating appropriate information as needed.

Very truly yours,


Robert H. Thalgott
Test Manager

TOB:PJM

cc: E. M. Douthett, Dir., EED
W. R. Cooper, AM/P&B
R. H. Campbell, LASL, Los Alamos, N.M.
R. O. Snure, EG&G, CP-1, Mercury, Nev.
D. M. Rickard, Security Div.

R. H. Shaw, Dir., Operations Division
W. E. Cooper, AM/P&B
R. L. Hitchew, Dir., Test Control Div.
F. D. Cluff, SAC, OTM
D. W. Hendricks, Rad-Safe Br., OTM

Submitted for your information are safety plans prepared by CER Geonuclear Corporation, for the mine evacuation program, utilities handling within the five mile area, and the evacuation of the Grand Valley and Rulison communities.

Also attached is a copy of the proposed Evacuation Agreement between Austral Oil Company, Inc., and the evacuees, with a Statement of Expenses form to be submitted by the evacuees upon return to their residences.

Robert H. Thalgett
Test Manager

TOB:DM

Enclosures:

1. Safety of Mine and Quarry Workers
2. Discontinuance, Inspection and Restoration of Gas and Electric
3. Safety of the Population
4. Evacuation Agreement
5. Statement of Expenses

PLAN FOR ASSURING THE SAFETY OF MINE AND QUARRY
WORKERS IN THE RULISON AREA

CER/Austral have undertaken to arrange for and verify that mines and quarries in the Rulison area are evacuated or otherwise idle at H-hour for the Rulison event. Present information is that about 24 mines and quarries will be involved in these precautionary measures.

Prior to about D-10 days, CER will consult the owner or management of each facility of interest and secure an agreement that the facility will either be idle on D-day or that it will be evacuated promptly on notice from CER, either by telephone or by personal visit. Present information indicates telephone communication with a responsible person can be effective in about two-thirds of the cases, but that personal visits will be required to verify the evacuation or idleness of the remainder.

CER will keep the mine owners or managers advised of D-day schedules by telephone or personal visit as appropriate. On D-day and not later than H-30 minutes, CER will verify by telephone conversation with responsible persons that each facility is idle or evacuated. In those cases in which telephone communication is not available a CER representative will visit the facility between about H-2 hours and H-1 hour to verify its idle status or to initiate and verify evacuation. If the facility adit is found unattended, the CER representative will post a warning notice in a conspicuous place. Each CER representative making personal visits will report his findings by telephone to the central CER contact by H-30 minutes. The central CER contact will report the status of the mine and quarry evacuation to the Operations Coordination Center at about H-30 minutes.

Immediately after verification of the explosion CER representatives will notify each mine or quarry owner of the fact of the explosion and the cessation of the ground motion hazard and will elicit any available reports of damage. These contacts will be made by telephone or personal visit, as appropriate. Any posted warning notices will be removed.

May 23, 1969

PLAN FOR DISCONTINUANCE, INSPECTION AND RESTORATION OF GAS AND ELECTRIC SERVICE WITHIN FIVE MILES OF SGZ

CER Geonuclear Corporation has undertaken to make arrangements for and supervise evacuation of the safety precautions recommended for gas and electric service to structures within five miles of surface ground zero. About 35 homes, the Morrisania Community house and a television repeater station receive electrical or gas service or both within the specified area. The electrical service is provided by the Holy Cross Electric Association of Glenwood Springs, an REA cooperative. Some homes are provided with gas service by the Public Service Company of Colorado, with an office in Rifle. The gas service is supplied from the natural gas pipeline of the Western Slope Gas Company (a subsidiary of the Public Service Company) which crosses Morrisania Mesa. Other homes are provided with propane gas service by the Suburban Gas Company of Grand Valley. Associated with the latter company are separate corporations of the same name in Grand Junction and Glenwood Springs. Present information is that the Public Service Company will extend its natural gas service on Morrisania Mesa in the near future, probably at the expense of existing propane service. Contacts with the companies listed indicate that the services of about six gas servicemen can be mobilized at the proper time for assisting in the gas service interruptions and inspection. In addition, for the electric service interruptions and inspection, about five electricians can be mobilized by the Rulison hourly rate electrical contractor, Wesco Electric Co. of Grand Junction.

At about D-10 days, CER will obtain up-to-date information from each utility as to its service outlets within the area of interest. CER will supply these lists to the Public Health Service for their use in securing written permission for utility cutoff and inspection at the same time as evacuation agreements are secured. In securing permission, PHS will obtain information of value in scheduling utility interruptions, for example, existence of freezer storage units, gas-fired furnaces and water heaters using pilot lights, electric sump pumps and any other factors affecting scheduling including the plans of the residents for departure and return.

CER/Austral will contract with the Public Service Co., Suburban Gas Co. and Wesco Electric Co. to provide the necessary utility services on D-Day. CER will provide each of these companies, on the basis of information gathered by the PHS, with appropriate schedules of utility services to be performed. Each utility serviceman will be instructed to complete his assigned pre-shot tasks and report to the PHS representative at an assigned roadblock not later than H-1 hour that he has done so and has evacuated the area.

CER will have previously supplied the PHS with the names of servicemen who will be working in the area and the roadblocks to which they will be reporting. The utility servicemen will stand by at the roadblocks until permission is given to re-enter the area. They will then re-enter the area and perform their scheduled post-shot assignments, including effecting any necessary repairs. Each serviceman will be required to report completion of his assigned tasks and any discrepancies discovered to a CER representative at a location to be designated. The CER representative will report the results of utility service restorations and inspections to the Operations Coordination Center.

RSB/pjk

PLAN FOR ASSURING THE SAFETY OF THE POPULATION
OF THE COMMUNITIES OF RULISON AND GRAND VALLEY

CER Geonuclear Corporation has undertaken to implement, with respect to the communities of Rulison and Grand Valley, the recommendation that the people in the area be requested to be outdoors or otherwise away from possible falling objects or precarious locations during shot time. Towards this end, detailed up-to-date maps of both communities have been prepared, showing the location of each occupied or potentially-occupied structure. The current maps show thirty-one (31) occupied and eight (8) potentially occupied structures or dwelling units in Rulison, and about one hundred twenty (120) occupied and sixty (60) potentially occupied structures in Grand Valley. In addition, an up-to-date census has been taken of each community, and lists prepared which are keyed by number to each structure shown on the up-to-date maps. In cooperation with Public Health Service, CER has identified about twenty-one (21) persons in Grand Valley and three (3) in Rulison who may require special attention or arrangements because of age and infirmities.

At about D-15 days, CER will recheck the community maps and update the census records. At the same time the PHS will identify those persons who will require special assistance and the degree of assistance required. Where the assistance required can be furnished, for example, by a relative or friend, CER will undertake to arrange for the assistance. In cases where more skilled assistance is required, PHS will arrange for and supervise such assistance. In rechecking the census of the two communities, CER will determine the intentions of the residents with respect to following the safety recommendations and seek to identify at that time any problems which need to be anticipated and solved.

The Sheriff of Garfield County has agreed to mobilize a portion of his Posse to assist in checking on the safety of persons in Grand Valley and Rulison. It is estimated that the services of about fifteen (15) members of the Posse will be needed on each of two days; on D-1 for familiarization and dry run and on D-Day for the actual evacuation.

On about D-7 days, CER will deliver to the Sheriff, sufficient copies of the up-dated maps and census listings of the area to provide each Posse member to be mobilized with his evacuation assignment. On D-1 day, the Posse members selected will be mobilized and will visit each of his assigned homes to familiarize himself with his assignment and to deliver at each house a circular information sheet which will provide the householder with an

up-to-date event schedule and a restatement of the recommendations for the safety of his family on D-Day. The circular will include information on projected highway roadblocks so persons planning to spend the day away from the area will not find themselves trapped.

At H-2 hours an announcement will be made over Station KWSR in Rifle, 810 kilohertz, which will reiterate the recommendations for the safety of residents between five (5) and eight and one-half (8-1/2) miles of ground zero. It will remind the residents that they should be outside of and away from buildings and precarious positions by H-1 hour. Also, at H-2 hours the volunteer fire department siren in Grand Valley will be sounded to remind those not tuned in to KWSR. Posse members detailed to the Rulison community will start personal visits to their assigned houses to assure that each resident is preparing to be in a safe place by H-1 hour. Posse members in Grand Valley will also make personal visits to homes known to house persons who may not have heard or be inclined to ignore the radio announcement or the siren.

At H-1 hour, the fire siren in Grand Valley will again be sounded and a second announcement made over Station KWSR to remind the residents they should now be in a safe place. The Posse members will commence verifying that the residents have taken appropriate action and will report the results of their surveys to the Public Health Service representative in either Grand Valley or Rulison, as appropriate, not later than H-20 minutes. If H-hour is scheduled during class hours for the Grand Valley school, the principal will be requested to hold a fire drill at H-30 minutes. One of the Posse members will verify the school evacuation and report to the PHS representative not later than H-20 minutes.

Following the verification of the evacuation, Posse members will continue to patrol their assigned areas to assure the continued safety of the residents and the security of their property. Each Posse member will be equipped to receive the countdown to be broadcast over KWSR. After broadcast of the countdown, each Posse member will revisit his assigned houses to make sure the residents are aware they need no longer take any special precautions.

After the work has been completed, CER will entertain the Posse at the Buckhead Cafe with food and drink, as appropriate.

RSB/pjk

EVACUATION AGREEMENT

This will confirm the understanding between _____, "Householder," and Austral Oil Company Incorporated, "Austral," concerning the temporary evacuation of Householder's home during the Project Rulison nuclear test.

1. Householder's family resides at _____, Colorado, and consists of _____ persons, including _____ persons twelve years or under. Householder's family will vacate the evacuation area designated by the U. S. Public Health Service representative on _____, 1969, at _____ m., and until informed by the U. S. Public Health Service representative that the family can return home, utilizing Householder-provided transportation. Householder will be at _____ during the period of evacuation.

2. In consideration thereof, Austral will reimburse Householder at the rate of Sixteen Dollars (\$16.00) per 24-hour period per person, except that in the case of family members twelve years of age or under the rate shall be Eight Dollars (\$8.00) per person per 24-hour period. One-fourth of the per diem rate shall be allowed for each six-hour period, or fraction thereof, away from home.

3. It is understood that, for reimbursement purposes, Householder will have a maximum of two hours to return to home after being informed by the U. S. Public Health Service representative that the family can return home.

4. Upon returning home, Householder will complete a statement in the form attached hereto and showing the time of return of the family. Such statement shall be mailed by Householder to Project Rulison Office, P. O. Box 1012, Rifle, Colorado 81650 for payment.

Entered into this _____ day of _____, 1969.

HOUSEHOLDER

This Agreement shall be of no effect unless signed by a representative of the United States Public Health Service.

Address

AUSTRAL OIL COMPANY INCORPORATED

USPHS Representative

By _____

STATEMENT OF EXPENSES

TO: PROJECT RULISON OFFICE
P. O. BOX 1012
RIFLE, COLORADO 81650

AGMT. NO.

DATE

The following information is submitted for payment of expenses incurred during the absence of my family from our place of residence.

PLACE OF RESIDENCE:

DATES OF ABSENCE

From:

To:

MEMBERS OF FAMILY INVOLVED

Name

Age If Under 13

TEMPORARY ABODE:

DEPARTED FOR TEMP. ABODE

Date: A. M.
P. M.

RETURNED TO RESIDENCE

Date: A. M.
P. M.

SIGNATURE: (Head of Household)

(See Reverse For Instructions)

INSTRUCTIONS

1. Payment cannot be made for departure before time stated in the Agreement.
2. This statement should be signed by the same person and in the same manner as the Agreement.

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